

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ERNST VALERY,
Plaintiff,
v.
WELLS FARGO & COMPANY, et al.,
Defendants.

Case No. 20-cv-08874-VC

**ORDER GRANTING MOTION TO
TRANSFER**

Re: Dkt. No. 17

Regardless of whether the 2019 deposit agreement covers merely Valery's Way2Save account or the entire banking relationship between himself and Wells Fargo, the motion to transfer must be granted. If Wells Fargo is correct that the 2019 agreement unambiguously covers the entire banking relationship, the agreement's forum selection clause requires that this case be transferred to the Southern District of New York. If Valery is correct that the 2019 deposit agreement only covers his Way2Save account, then the conclusion would be that Valery is bound by the 2000 deposit agreement and the forum selection clause that was eventually added to it, since Valery failed to argue that the clause could not be added through the agreement's change-in-terms provision. *See Informatech Consulting, Inc. v. Bank of America Corp.*, 2021 WL 242888, at *2 (N.D. Cal. Jan. 25, 2021). That forum selection clause mandates that this case be transferred to the same forum. Accordingly, the Clerk is directed to transfer the case to the Southern District of New York.

IT IS SO ORDERED.

Dated: June 21, 2021



VINCE CHHABRIA
United States District Judge